

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
(LOGISTICS DEPARTMENT)
NOTICE INVITING TENDER

Logistics Department, BHEL Bhopal invites sealed bid in two part (**Part-I: Techno-commercial Bid; Part-II: Price Bid**) for following work from experienced and financially sound bidders who fulfil the qualifying criterion contained in the tender document:

NIT No & Date	LGX/RC/E-00412 Dated 04.03.2020
1) Name of work	<p>RATE CONTRACT FOR FUMIGATION OF PINWOOD LOOSE/BOXES FOR EXPORT JOB PACKING AS PER ISPM-15 ON CALL BASIS WHEN REQUIRED BY BHEL.</p> <p>Sealed tenders are invited from the tenderers who have done work in fumigation/pest control operation in BHEL/ PSUs / Govt. / Semi-Govt. / reputed Public / Private Limited Company having valid Labour license No., certified by certificate of registration of fumigation agency./, PF, ESI, PAN No. and GST Registration No. etc.</p> <p>The tenderer (Contractors) shall submit Techno-Commercial Bid (PART-I) and Price-Bid (PART-II) in separate sealed envelopes. Both sealed envelopes should be kept in third large envelope clearly superscribed with NIT Reference No. and Due Date of Submission . Price Bids of only those parties will be opened who fulfill all qualifying conditions as per point no.- 14.</p> <p>PART-I : <u>Techno-Commercial Bid includes</u></p> <ul style="list-style-type: none"> i) Pre-Qualification Requirements & Criteria (As per point no-13) ii) Copy of proof of Earnest Money Deposit (EMD) <p>PART-II : <u>Price –Bid contains only</u></p> <p style="text-align: center;">Schedule of Rates (Annexure-II)</p>
2) Completion Period	<p>24 (Twenty Four) Month Or Exhaustion of Contract amount, whichever is earlier. However, BHEL reserves the right to extend the contract further by a maximum of 3 months, short close the contract during contract period or terminate it fully at its discretion at any time without assigning any reason thereof or serving any notice to the contractor.</p>
3) SCOPE OF WORK	<p>Fumigation of pinewood loose/boxes for export job packing as per ISPM-15. The complete Scope of work will be as per Annexure-III and as per instruction of engineer/ officer in-charge from time to time.</p>

**4) Price -Bid Evaluation
And Distribution Of Work**

- (i) Ordering of total quantity shall be given to one qualified bidders.
- (ii) The Tenderer (Bidder) shall quote their rates in figures and words clearly in the prescribed 'Schedule of Rates'. In case of any dispute, lower quoted rate will be considered. For overwriting and cutting, price bid is liable to be rejected. The rate should be quoted exclusive of GST. GST as applicable is payable separately over and above the rates indicated by the bidder on production of copy of GST Registration No.
- (iii) The bidder shall quote the rate after visiting the work place, if desired, and after considering the cost of chemical used as per ISPM 15, tools and tackles required for the execution of work . Conditional tender is not acceptable. The quoted rate shall be valid for 120 days. The rates shall remain firm and no escalation shall be permitted during the tenure of the contract period. Payment to the contractor shall not be linked with number of workers deployed/ absent, change in labour rates etc.
- (iv) **BASIS OF PAYMENT**

Payment to the contractor for fumigation work will be based on fumigation of 5 Cu-Mtr of pinewood loose/boxes per stack, contractor will have to raise bill of total quantity of work which quarterly done(work done in 3 months).(For exp. If work started on 01.07.2018 than vendor can submit the bill after 01.10.2018 and similarly for next quarter will be follow)

Payment terms- Payment to the Contractor, as per the standard practice, shall be normally, be released within 45 days (for MSME)/ 60 days (in case of others) after the submission of bill by the contractor to the department.

5) Earnest Money

EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. The tenderer is required to deposit an EMD of **Rs 10,180/- (Rs Ten thousand one hundred and eighty rupees only) OR** ONE TIME EMD of Rs.5 (Five) Lakh (for exemption from payment of EMD with each such tender in BHEL / Bhopal.) In case of EMD is furnished through e-Mode (i.e. NEFT / RTGS / Net Banking / PoS / SB Collect etc.). The following link to be followed for SB Collect platform : <https://www.bhelbpl.co.in/qcins/iccs.htm>. Bank details of BHEL / Bhopal: as per "Annexure – A".

4.1 Mode of Deposit :-

The EMD may be accepted only in the following forms :-

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- (ii) Electronic Fund Transfer credited on BHEL account (before tender opening).
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iv) Fixed deposit receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

	<p>In addition to above, the EMD amount in excess of Rs Two lakhs may also be accepted in the form of Bank Guarantee from schedule bank. The Bank Guarantee in such cases shall be valid for at least six months.</p> <p>4.2 EMD by the Tenderer will be forfeited as per NIT conditions if:</p> <ul style="list-style-type: none"> a) After opening the tender, and within the offer validity period , the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. b) The contractor fails to deposit the required Security Deposit or commence the work within the specified period as per LOI / Work Order. <p>4.3 EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of award of work.</p> <p>4.4 EMD shall not carry any interest.</p> <p>4.5 EMD of successful tenderer will be retained as part of Security Deposit.</p> <p>4.6 The tender submitted without a proof of payment of EMD shall not be considered at all for evaluation and shall be treated as null & void.</p>
<p>6) Security Deposit & Contract Agreement</p>	<p>Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.</p> <p>5.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p> <p>5.3 Collection of Security Deposit:</p> <p>At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the Work . Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. In case of small value contracts not exceeding ` 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.</p> <p>5.4 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract .</p> <p>5.5 The Security Deposit shall not carry any interest.</p>

7) contract agreement	Successful Bidder has to enter into contract agreement on Non-Judicial stamp paper of Rs. 500/- within 15 days of the award of the contract.
8) GST LAW	<p>Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.</p> <p>HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.</p> <p>GST portion of the invoice shall be released only upon:-</p> <p>8.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.</p> <p>8.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government</p> <p>3.3 Receipt of goods/services and Tax Invoice by BHEL and</p> <p>8.3 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</p> <p>Payment to Contractor for GST portion will be released only after completion of above activity. GST portion of the final invoice shall be released on availment of ITC by BHEL based on GSTR 2A.</p> <p>In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.</p> <p>Reverse Charge under GST</p> <p>A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.</p> <p>B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.</p> <p>Liquidated Damage/Penalty</p> <p>Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.</p>

	<p>Tax Deduction at source</p> <p>TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.</p>
9) LD penalty Clause	<p>i)The contractor will be given fumigation work as per BHEL requirement from time to time. The fumigation of pinewood shall be done within the time prescribed by the authorized BHEL person. Failure to do fumigation in time as per the time prescribed by in-charge would make the contractor liable to an un-conditional penalty at the rate of 0.5% per Week of Contract Value subject to maximum of 10%.</p> <p>ii)The Company does not give any Guarantee on minimum work load during the Day / Month / Year. The workload varies within the Month and within the year.</p> <p>iii)In case of emergency, if the Contractor fails to do fumigation within the stipulated time, the same will be got done elsewhere / through others. Penalty may be levied on the Contractor as at i) above.</p> <p>iv) Penalty as per GST law will be extra.</p>
10) ARBITRATION	<p>Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL/Bhopal. Its award shall be final and binding on both the parties. The venue of arbitration in all cases shall be in Bhopal.</p>
11) JURISDICTION	<p>In case of any legal suit / other legal proceedings arising under or relating to the rate contract after arbitration the courts Bhopal only shall have full jurisdiction.</p>
12) Other information	<p>i) The tenderer is expected to have read and understood the conditions prior to quoting their rate and no claim subsequent to submission of tender shall be entertained.</p> <p>ii) All the pages of tender documents shall be signed by the tenderer affixing their seal giving acceptance of all the Terms & Conditions of the contract.</p>
13) Qualification Criteria	<p>(i). Technical/Work Experience criteria (i) To assess the technical capability of the bidder, the bidder should have the experience of having successfully done similar work(s) against completed work order(s) during the last seven years.</p> <p>(Experience upto 31st May 2020 will be considered)</p> <p>Similar work(s) shall mean Fumigation of wood for export jobs packing or pest control treatment of any type.</p>

Note:- The bidder shall submit relevant documents such as copies of work order and work completion/experience certificate in support of his experience along with the technical bid.

- (ii). Agencies have to be certified by certificate of registration of fumigation agency and accredited fumigation operator in accordance with requirement specified in the ISPM-15.

Fumigation shall be done by only those agencies which have been approved by the competent licensing authority. The Fumigation operators / agencies should provide, along with their techno-commercial bid, License for Permission to stock and Carry-out Commercial Pest Control operations, valid certificate of registration of fumigation and certificate of accreditation of fumigation operator. Their License/certificate should be valid for entire duration of their contract (License/certificate shall have to be compulsorily renewed before its expiry date to cover the total contract period, otherwise the contract may be cancelled with penal action as deemed fit by the department).

In case the tenderer submits an expired license/certificate along with his techno-commercial bid, he shall be required to give an undertaking in writing that he would, upon award of work but within the time frame as specified by the department, submit the license/certificate covering the entire contract period. Only after submission of the required license/certificate shall the successful tenderer be allowed to commence the work failing which penal action as deemed fit shall be taken against the contractor.

- (iii) **Financial Capability :** To assess the financial capability and eligibility of the bidder, the bidder should have the experience of having successfully done work(s) such as fumigation /or pest control treatment of any type against completed work order(s) during the last seven years up to tender opening date.

The total value(s) executed by the bidder against such completed work order(s) for qualifying against this tender shall be either of the following:-

- 1) Total executed value against one such completed work order not less than Rs. 4.07 lakh, OR
- 2) Total executed value against each of the two such completed work orders not less than Rs. 2.55 lakh each OR
- 3) Total executed value against each of the three such completed work orders not less than Rs. 2.04 lakh each.

Note: a) Those contractors who have worked in other PSUs / Govt. / Semi-Govt. / reputed Public companies for fumigation work/pest control treatment of any type should submit documents with respect to experience as below:

b) Enclose copy of work order and work completion certificate clearly indicating WO ref, date, duration of work and the nature of work done. The work completion certificate should be verifiable and contact details of signing authority must be provided. In case BHEL desires to verify the document, responsibility lies with the bidder to get it verified to the full satisfaction of BHEL. Otherwise BHEL reserves the right to reject the tender and no claim or correspondence shall be entertained in this regard.

c) For experience certificate of any Private organization, in addition to the requirements as in (b) above, the WO and completion certificate must be supported by CA certification in "Form- A".

(Experience upto 31st May 2020 will be considered)

- (iv). Average annual financial turnover during the last three years, ending 31st March, 2017 {i.e. 2016-17 (audited), 2017-18 (audited) & 2018-

	<p>19 (audited) as applicable} shall not be less than Rs. 1.53 lakhs (supporting documents shall be submitted by the tenderer in this regard).</p> <p>(v). Bidder must possess PAN & GSTIN (as applicable). Copy of PAN card and GSTIN should be submitted along with the offer.</p> <p>(vi) Valid certificate of registration of fumigation along with ISPM mark assigned to fumigation agency and certificate of fumigation operator shall be submitted by the tendered along with techno-commercial bid.</p> <p>vii) Evidence of deposit of EMD amount of Rs 10,180/- (Rs Ten thousand one hundred and eighty rupees only) have to be submitted by the bidders.</p> <p>Note:-</p> <p>(1) All the above mentioned criteria shall be met by the bidder himself and not by any associate bidder.</p> <p>(2) The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.</p>
15) Venue for submission & opening of tender	Ground floor,ADM building tender room,Piplani 462022 Bhel Bhopal
IMPORTANT DATES	
Due date & time of bid submission	On 24.07.2020 ; UPTO 11:00 PM
Due date & time of bid opening (Techno commercial Bid)	At 24.07.2020; 14:00 PM onward

1. For detail, refer tender documents.
2. Detailed tender documents can be obtained from the Logistics department or can be downloaded from website of BHEL (<https://www.bhelbpl.co.in/tenders-pdf/tender.htm>).
3. BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action by BHEL.
4. All corrigendum, corrections, amendments, time extensions, clarifications etc., to the tender notice will be hosted on BHEL website (www.bhelbpl.co.in and www.bhel.com). Bidders should regularly visit website(s) to keep themselves updated.

Bharat Heavy Electricals Limited, Bhopal
LOGISTICS DEPARTMENT
NIT Ref : LGX / RC / E-00412

FORM-A

We confirm that (contractor) M/S

.....
has completed work relating to fumigation/pest control operations for
M/S..... vide Work Order No.....
..... dated.....

and completion certificate Ref..... dated.....

We also confirm that (contractor) M/S..... has
received payment against the

above WO and the same is recorded in book of accounts.

Sign & Seal of CA

If any of the information given in Annexure-I above is found incorrect or false then BHEL
may outrightly reject this offer and may also consider debarring us from participation in
subsequent tenders.

Signature & Seal of Bidder

Contractor's Name :

Address :

Phone No. :

Email:



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल
(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

साधुगुणता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED,

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540 ✓
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date: 19-01-2016

Chela
19/01/16
CHITAN KUMAR
Signature & Seal
Asst. Manager (Finance)
Bharat Heavy Electricals Ltd., Bhopal

We certify that the above bank details are correct as per our record.

Banker Signature & Seal
S.M. JAIN
SBIN-2917

Annexure-II

Bharat Heavy Electricals Limited, Bhopal

LOGISTICS DEPARTMENT

PRICE-BID (PART-B)

NIT Ref : LGX / RC / E-00412

NAME OF WORK : RATE CONTRACT FOR FUMIGATION OF PINEWOOD LOOSE/BOXES FOR EXPORT JOB PACKING AS PER ISPM-15

SCHEDULE OF RATES :

SL NO	Description	Anticipated work (Cu-Mtr) of wood (at a time 5 Cu-mtr per stack fumigation will be done)	Rate in Rs. Per 5 Cu-Mtr per stack (Excluding GST)
1	Fumigation Of Pinewood Loose/Boxes For Export Job Packing As Per Ispm-15	1000 Cu.mtr.(200 stack, each stack is of 5 Cu. Mtr.)	

In words: RS.....(exclusive of all applicable taxes)

1. The quantity mentioned in the schedule of rates – Annexure-II, is indicative only and may vary $\pm 10\%$ depending upon work load and requirement of BHEL .
2. Rate quoted above is in Rs. per Cu-Mtr of wood and is for the entire scope of work as per Annexure-III . Rates are valid for 120 days from the date of opening.
3. Quoted rate shall be firm and not subject to any variation/escalation on any account during the contract period.
4. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders (s) or their respective representative(s). Ranking will be done accordingly BHEL's decision in such situations shall be final and binding.
5. All terms and conditions as per the NIT Ref : LGX/RC/E-00412 are acceptable to us.

Date

Signature & Seal of Bidder

Bidders address & Mobile No.

**Bharat Heavy Electricals Limited, Bhopal
LOGISTICS DEPARTMENT**

NAME OF WORK : Fumigation Of Pinewood Loose/Boxes For Export Job Packing As Per ISPM-15 on call basis when required by BHEL.

SCOPE OF WORK FOR FUMIGATION

1. International phytosanitary measure (ISPM 15) is to be followed for fumigation process.
2. The boxes/sets/crate/loose wood/plywood shall cover with multi-layered cross-laminated polyethylene sheet or plain polyethylene sheet.(M.L.C. laminated polyethylene sheet or plain polyethylene sheet shall be provided by BHEL)
3. Liquid methyl bromide gas container is to be used for fumigation of material within the cover.(vendor have to provide all chemical and required items for fumigation)
4. After this operation Polyethylene sheet shall be closed from the entry point and should be left for at least 24 hrs.
5. After 24 hrs the cover sheet shall be removed and fumigated items shall be used for packing the consignment of overseas dispatches.
6. Stamp the fumigated boxes/sets/crate/loose wood/plywood with ISPM 15 logo with accreditation number. Per pallet at least two stamps should be marked and should be legible.
7. After satisfactory completion of fumigation process, a valid certificate in this respect shall be issued by the party giving detail of process and cubic meter of wood/plywood fumigated, dully affixing the signature and seal of the party entrusted with the work and countersigned by the official of the respective in charge of the area where the fumigation process was carried out.
8. Total 3 no. valid original fumigation certificate should be submitted to logistics.

Above scope of work is only indicative and not exhaustive. Contractors to work as per instructions of BHEL (LGX) to execute the work of fumigation the full satisfaction of BHEL.

Note: Intimation for fumigation work time to time will be given by e-mail/phone calls to vendor when required to Bhel.

INSTRUCTIONS TO CONTRACTORS

STATUTORY COMPLIANCES TO BE ENSURED

ØBHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

ØThe contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.

ØContractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

ØContractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

ØContractor shall obtain Police Verification of all his workers.

ØContractor shall submit following Certificate for each contract separately.

"It is certified that PF/ESI challans of the amount -----(in words -----
-----)pertains to my workers, whose names are appearing in the wage sheet of the month
_____20___ and these workers are engaged in

_____(type of work) against work order no. _____ in
_____(name of department)".

Signature of Contractor

PAYMENT OF WAGES

Payment of wages not below the minimum wages notified by the Contract Labour Cell / HR/ BHEL Bhopal to be ensured from time to time.

Ø Contractor shall be responsible for making payment of wages through Bank/ Cheque before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.

Ø In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

SAFETY AND DISCIPLINARY ACTION

Ø Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the Logistics Department will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.

Ø Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

Ø Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.

Ø The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

Ø Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

Ø Contractor shall fully comply provisions of various applicable labour laws.

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

Ø Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities.

Ø Contractor shall provide information as required in respect of all his employees employed by him to enable the Logistics Department to monitor compliance of PF/ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.

ØContractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS

ØContractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- “ Contract Labour (R&A) Act 1970 and rules 1971.
- “ Payment of Wages Act.
- “ Minimum Wages act 1948, M.P. Rules 1958
- “ Employees State Insurance Act 1948, Rules and regulations 1950
- “ Employees Provident Fund Act 1952 and Pension Scheme 1995

- “ Workmen’s Compensation Act 1923
- “ Factory Act 1948
- “ Maternity Benefit Act 1961
- “ Equal Emolument Act 1976
- “ M.P. Shram Kalyan Nidhi Adhiniyam 1982
- “ Payment of Bonus Act 1963

- Shop & establishment Act 1958
- “ Inter State Migrant Act

STATUTORY INSTRUCTIONS TO CONTRACTOR

1.0 STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

1. Labour Licence
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers in form 13

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING^{2.0} CONTRACT

1. Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules,1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.

6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

3.0 PAYMENT OF WAGES ACT

1. Those engaging 100 or more workmen, should submit copy of standing orders.
2. Shall comply with the provisions of Factories Act.

4.0 ON COMPLETION OF WORK

Submit PF & inspection report

General Terms & Conditions

Selection, Control & Supervision of Contract Labourers :

- Deployment of full time supervisor is a must for the contractor . Supervisor shall ensure that the work is done in a proper manner in time and all the safety measures are taken care of. During Over-Time working the supervisor will ensure the capability of the worker for overtime. Rules put forth by Contract Labour Cell (CLC of BHEL / HR department) must be followed as regards the overtime.
- Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications / drawings / quality plan. There shall be no interference or intervention whatsoever by BHEL.
- Contractor shall supervise the work allotted to him and to be carried out by his employees.
- Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- Contractor should issue appropriate Appointment letter to his employees.
- Contractor to provide employment card/ Identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate his name, place of work and duration of validity of card.
- Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. As and when contract is terminated the contractor may discharge his employees after making payment towards retrenchment compensation under EPF & MP Act, ESI Act etc.

Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.

- Over and above the daily wage rate, payment shall be made for leave with wages.
- Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
 - In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
 - Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract awarding deptt. who shall record under his signature at the end of entries in the Register of wages in the following form :
 “ Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time.....”.

PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned.

Wage slip shall be issued to each workman.

Wages shall be paid at the workplace in presence of two BHEL representative one from the contracting department & HR-Cell respectively.

Running bills shall be supported with copies of wage sheets and PF as well as ESI Challans.

In addition to above contractor shall also have provision for bonus (@8.33% min.), EL payment / CL payment as applicable.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with, including termination of contract as well as delisting of the contractor for future.

All bills being forwarded to finance department shall have statements showing compliance to these requirements.

- In case the contractor fails to make payment to his employees within the stipulated date/time, security deposit can be utilized for payment of wages etc. In case of such an eventuality the contractor shall replenish such an amount immediately.
- Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
- The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- Contractor to obtain insurance cover for his employees /equipments, tools & tackle etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property under employees.
- Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 service tax and shall cover his employees under the said codes. Contractor to obtain license under CL(R&A) act, 1970. Towards supply of tools, tackles and materials
- Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor shall take insurance of his resources-man, material, equipments and tools & tackles.
- Contractor shall provide safety appliances & maintain the same at his own cost which may be required under the statute or otherwise.
- Contractor shall provide material at his account as mentioned in the contract to his employees for carrying out the job.

Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job.

Rights and obligations of the Principal Employer (BHEL)

- In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligation and rectify the deficiency/ anomaly within three days failing which BHEL reserves the right to impose penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days' notice in writing to the contractor.

- The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

Compensation clause

Compensation in case of death/ permanent incapacitation of person due to unintended / unforeseen occurrences during the manufacturing /operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units / Offices /Townships and premises / Project Sites.

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) *Victim: Any person who suffers permanent disablement or dies in an accident as defined below.*
- b) *Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.*
- c) *Compensation in respect of each of the victims:*
 - (i) *In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)*
 - (ii) *In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)*
- d) *Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."*

Conciliation Clause

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure to MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018.